

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

In re:

THE KRYSTAL COMPANY, *et al.*,

Debtors.

CASE NO. 20-61065

CHAPTER 11

(Jointly Administered)

OBJECTION OF CERTAIN LANDLORDS
TO DEBTORS' NOTICE TO CONTRACT PARTIES TO POTENTIALLY
ASSUMED EXECUTORY CONTRACTS AND UNEXPIRED LEASES

COME NOW Buckhead 14TH KB, LLC; Fairburn KB Freestanding, LLC; KB Ringgold GA, LLC; and Krystal Columbus DT, LLC (the "**Landlords**") and file this objection to the Debtors' Notice to Contract Parties to Potentially Assumed Executory Contracts and Unexpired Leases [Doc. 310] (the "**Cure Notice**"), respectfully showing the Court as follows:

1. The Landlords and Debtor The Krystal Company (the "**Debtor**") are parties to certain lease agreements (collectively, the "**Leases**") summarized in table attached hereto as **Exhibit A** (the "**Lease Table**").

2. In the Cure Notice, the Debtors propose certain amounts of unpaid monetary defaults under the Lease which the Debtor is required to cure in order to assume and/or assign the Leases pursuant to 11 U.S.C. § 365.

3. The Landlords object to the cure amounts listed by the Debtors, and the Landlords assert the correct amount of cure costs, as of April 1, 2020, are the amounts set forth in the "Corrected Cure Amount" column of the Lease Table, plus all future rent, late charges, legal fees and other sums which accrue after that date and are not paid (the "**Cure Amounts**"). The Landlords reserve the right to amend the Cure Amounts to include all future unpaid amounts under the Leases.

4. In addition, the Debtors have listed the wrong contract counterparties in the Cure Notice, which shows “Newburger-Andes & Co.” as the counterparty for the Leases. Newburger-Andes & Co. is not a party to any of the Leases. The correct counterparties are identified in the “Landlord” column of the Lease Table.

5. Further, the Debtor has not disclosed any information about the proposed purchaser and assignee of the Lease and its ability to perform thereunder. Accordingly, the Landlords reserve all rights with respect to adequate assurances of the assignee’s performance.

WHEREFORE, the Landlords respectfully request that any order entered by the Court respecting cure costs provide that the amount of the cure costs related to the Lease are the Cure Amounts asserted by the Landlords herein, as such amounts may be amended or supplemented by the Landlords, if necessary.

Dated: April 27, 2020

Respectfully submitted,

ROUNTREE LEITMAN & KLEIN, LLC

/s/ Benjamin R. Keck

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Attorneys for the Landlords

Exhibit A

Lease Table

Landlord	Krystal Store Number	Property Address	Proposed Cure Amount	Corrected Cure Amount
Buckhead 14TH KB, LLC	ATL 012	3037 Piedmont Road, Atlanta, Georgia	\$20,115.82	\$26,079.56
Buckhead 14TH KB, LLC	ATL 042	626 14th Street NW, Atlanta, Georgia	\$23,566.68	\$27,644.99
Fairburn KB Freestanding, LLC	ATL 066	800 Senoia Road, Fairburn, GA 30213	\$18,338.56	\$25,257.52
KB Ringgold GA, LLC	CHN030	5703 Alabama Highway, Ringgold, Georgia 30736	\$14,364.48	\$17,982.70
Krystal Columbus DT, LLC	COL009	412 13th Street, Columbus, Georgia 31901	\$17,602.69	\$21,474.77

CERTIFICATE OF SERVICE

I hereby certify that on April 27, 2020 I filed the foregoing pleading using the Court's CM/ECF system, which generates an electronic notice of filing to all parties registered to receive notices thereby.

ROUNTREE LEITMAN & KLEIN, LLC

/s/ Benjamin R. Keck

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